statute has abolished the necessity of the word "heirs" to convey a fee simple, deeds similar to that in the principal case have been passed upon and similarly decided. *Montgomery* v. *Sturdevant,* 41 Cal. 290; *Williams* v. *Hedrick,* 96 Fed. 657; *Humphrey* v. *Foster,* 13 Grat. (Va.) 653. See 2 ILLINOIS L. REV. 192, for extended discussion of the subject of construction of habendum in deeds.

DEEDS — PAROL RESERVATION OF GROWING CROPS BY VENDOR OF LAND. — Where a vendor of land executed and delivered a warranty deed to plaintiff, and as part of the consideration of the deed, there was a parol reservation to the vendor of a growing crop of wheat, *held,* that such parol reservation may be shown when the deed is silent as to the passing to the grantee of the growing wheat. *Bjornson* v. *Rostad,* (S. D. 1912), 137 N. W. 567.

The court in this case showed that in the absence of any reservation, parol or otherwise, a growing crop of grain on the land at the time of the execution of the deed thereof passes to the purchaser under the deed. Where there is a parol reservation of crops simply, without any agreement that such is part of the consideration of the deed, the following cases have held that such parol reservation may not be established, on the ground that to allow it would be a violation of the parol evidence rule: *Gibbons* v. *Dillingham,* 10 Ark. 9, 50 Am. Dec. 233; *Gam* v. *Cordrey,* 4 Penn. (Del.) 143, 53 Atl. 334; *Damery* v. *Ferguson,* 48 Ill. App. 225; *Chapman* v. *Veach,* 32 Kan. 167, 4 Pac. 100; *Brown* v. *Thurston,* 56 Me. 126, 96 Am. Dec. 438; *McIlvaine* v. *Harris,* 20 Mo. 457. But the contrary rule—which goes farther than the rule in the principal case—has been held in other states: *Cooper* v. *Kennedy,* 86 Neb. 122, 124 N. W. 1131; *Walton* v. *Jordan,* 65 N. C. 170; *Baker* v. *Jordan,* 3 Ohio St. 438; *Backentos* v. *Stahler,* 33 Pa. St. 251, 75 Am. Dec. 592; *Kerr* v. *Hill,* 27 W. Va. 576, on the ground that growing crops can be either realty or personalty according to the intention of the parties; that the deed on its face purports to convey realty, and that it is quite consistent with the deed to show the understanding of the parties. Where, as in the principal case, the facts showed that the parol reservation was part of the consideration, cases holding directly contrary thereto are: *Adams* v. *Watkins,* 103 Mich. 431; *Kammrath* v. *Kidd,* 89 Minn. 380, 95 N. W. 213, 99 Am. St. Rep. 603, on the ground that to allow such parol proof would vary the terms of the deed. Cases holding directly in accord with the rule in the principal case are: *Kluse* v. *Sparks,* 10 Ind. App. 445, 37 N. E. 1047; *Grabow* v. *McCracken,* 23 Okl. 612, 102 Pac. 84, 23 L. R. A. (N. S.) 1218; *Holt* v. *Holt,* 57 Mo. App. 275.

EVIDENCE—ADMISSIBILITY OF STATEMENTS OF A PRIOR HOLDER OF NEGOTIABLE PAPER AGAINST TRANSFEREE.—Plaintiff sued on two promissory notes, alleged to have been made by the defendant, who denied execution of the notes and interposed the defense of fraud. It appeared that the defendant entered into negotiations with L, in the course of which a contract was executed which referred to one of the notes. Defendant asserted that the reference to the note was fraudulently inserted after the execution and delivery of the contract, and that on the date of final settlement, he inquired of L